

AGREEMENT, made this 11 day of JUNE, 1998, between
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GENERAL CONCRETE CO., hereafter called Contractor, and OPERATIVE PLASTERERS
& CEMENT MASONS INTERNATIONAL ASSOCIATION AND ITS AFFILIATED LOCAL UNIONS, hereinafter
called "UNION."

WITNESSETH:

Section 1. **Recognition:** Contractor recognizes the Union as the sole and exclusive bargaining representative of all of its employees on the work which such local union has jurisdiction, as jurisdiction is defined by the Collective Bargaining Agreement incorporated herein.

Section 2. **Incorporated Collective Bargaining Agreement:** That the parties hereby adopt and agree to all the terms and conditions, except as hereinafter set forth, of the AGC AGREEMENT 1998-2001, and agree that said terms and conditions of the ALASKA AGREEMENT AGC is a Collective Bargaining Agreement and in conjunction with this document governs the relationship between the employer and its employees, and the parties further mutually agree to be bound by said documents and further specifically agree that the terms and conditions of the Collective Bargaining Agreement referred to herein, wherein not inconsistent with this Agreement, are specifically incorporated by reference and shall be treated as if individually executed by the Contractor and the Union.

Section 3. **Trust Fund Obligations:** The undersigned Contractor agrees to make, and be responsible for, all contributions to all applicable Health and Welfare Trust Funds, Pension Trust Funds, Training Trust Funds, and any other applicable Trust Fund established by the terms and conditions of the Master Agreement incorporated herein, and the Contractor on behalf of itself, subcontractors, allies, joint venturers and/or partners further agrees to be bound by all of the terms and conditions of the Trust Agreements creating the respective Trust Funds and any amendments heretofore or hereafter adopted. The Contractor further accepts as its lawful representatives the employer trustees who are now or may hereafter serve on the Board of Trustees of the respective Trust Funds.

Section 4. **Modification of Agreements and Documents:** In the event that any of the referred to agreements or Documents are modified or renewed, they are hereby incorporated herein as of the effective date as modified, amended, or renewed. It will be the obligation of the Contractor to acquire copies of the applicable Agreements, modifications of Agreements, and Trust Documents. The Union will furnish copies of said agreements upon request of the Contractor. A copy of each and every Agreement or other Document which has been incorporated herein will be maintained at all times at the office of the Union. Upon request, the Contractor may have such copies, which will be furnished at the expense of the Union. The Contractor specifically agrees that he either knows of the contracts of said Agreements or has read the same.

Section 5. **Working Conditions:** Contractor will comply with all applicable laws, rules, and regulations of the State of Alaska's political subdivisions. No employee, as a condition of continuing employment or advancement, shall be directed to work under any conditions which may tend to be detrimental to his health, morals, or reputation.

Section 6. **Successors and Affiliates:** This Agreement shall be binding on all successors and affiliates of the Contractor. Affiliates are defined as all sister companies or corporations owned or controlled by the owner or owners of the Contractor, either directly or indirectly. Ownership or control shall mean that the Contractor or owners of the Contractor, either directly or indirectly, control the management or influence the policies of the sister company or companies.

Section 7. **Grievance and Arbitration:** The parties hereto agree that the grievance and arbitration procedures set out in the N/A shall not apply. The following procedures shall be followed in the event of a grievance:

1. In the event a dispute arises as to the interpretation or application of this Agreement or the 1998-2001 ALASKA AGREEMENT AGC or to any condition of employment not specifically covered by the above referred to Agreements, every effort will be made by the Contractor and the Union to settle said dispute at the job site. If a satisfactory conclusion cannot be resolved within four (4) days by said representatives, the dispute shall be referred to an arbitrator. The parties shall attempt to voluntarily select an impartial arbitrator to hear the dispute within three (3) days after the dispute is discussed by the parties and if the parties cannot reach a satisfactory solution. If the parties cannot agree to an impartial arbitrator, the matter shall be promptly referred by either or both parties to the Presiding Judge of the Third Judicial District, Superior Court, State of Alaska. The Presiding Judge of the Third Judicial District, Superior Court, State of Alaska shall select said arbitrator. The decision of the arbitrator shall be final and binding upon the parties. If the Contractor fails to cooperate or abide by said procedures, then the Union may take such economic action against the Contractor as may seem appropriate and that said action shall not be construed to be a breach of any no-strike provision. Pending decision of any dispute, work shall not be suspended by either strike or walkout, except that the above referred to prohibition of strike shall not apply to the following.

A. Non-payment by the employer of wages or fringe benefits due and owing under the Agreement or any other Agreement to which the parties hereto are signatory.

B. Conditions of Employment specifically covered by this Agreement or ALASKA AGREEMENT.

C. Disputes involving an arbitral issue not arbitral under this Agreement, whether separable or not.

D. Questions involving changes in the terms or provisions of this Agreement, except where contract provides for reopening after notice by parties pursuant to the Agreement, and then only for such issues as are contractually open for bargaining by proper notice.

E. Failure to comply with the arbitration provision by the Contractor.

Section 8. **Term of Agreement:** This Agreement shall remain in full force and effect for the period of three years from the date hereof. Either party may give written notice of its desire to bargain thirty (30) days before the termination date of this Agreement. If neither party gives written notice of its desire to bargain the Agreement shall continue from year to year.

CONTRACTOR:

GENERAL CONCRETE CO.

Name of Business

CONCRETE CONTRACTOR

Type of Business Entity

Corporation ☒ Partnership

Sole Proprietorship

By: Juanita Delarue

Position: President

Address: 7140 STELLA PL #2

Phone Number: 349-3514 FAX 349-3584

ALASKA
State of Incorporation

UNION:

OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION

PLASTERERS' & CEMENT MASONS'
Local No. 867

825 E. 8th Avenue
Anchorage, Alaska 99501
272-5113

EXHIBIT 1



White Copy - UNION Blue Copy - ADMIN. OFFICE Pink Copy - W.P.A. OFFICE Green Copy - CONTRACTOR